

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

ORDER

This case arises out of a foreclosure of real property located at 2190 Marsh Ave., Reno, Nevada, 89509 (the “Property”). Plaintiff Jewel Shepard sued Defendants Bayview Loan Servicing, LLC (“Bayview”), Sables, LLC, Bank of America, N.A. (“BOA”), Recontrust Co., Les Zieve, and Countrywide Home Loans, Inc. (“Countrywide”) in state court. Defendants removed. BOA, Countrywide, and Recontrust moved to dismiss based on claim preclusion, and the remaining Defendants joined the motion. Defendants noted that Plaintiff had filed a similar action in 2013 against BOA, Countrywide, Recontrust, and others, but not Sables, Zieve, or Bayview. (*See* No. 3:13-cv-698). The Court dismissed the ‘698 Case with prejudice upon stipulation of the parties based on a settlement agreement (the “SA”) that irrevocably discharged claims that had been or could have been brought. (*See* SA § 1(F), submitted *in camera*). The Court therefore granted the motion to dismiss. The Court did not dismiss against Sables, Zieve,

1 or Bayview based on claim preclusion, because they were not party to the previous action or the
2 SA. They had, however, also asked the Court to dismiss for failure to state a claim, and Plaintiff
3 had not timely opposed the motion.

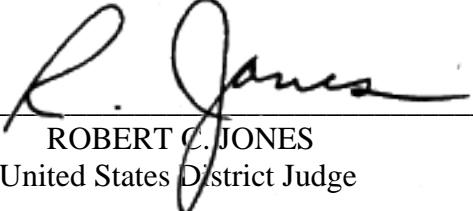
4 Plaintiff has filed two motions asking the Court to reconsider. Plaintiff has identified no
5 basis for reconsideration under the rules, and the Court declines to reconsider.

6 **CONCLUSION**

7 IT IS HEREBY ORDERED that the Motions to Reconsider (ECF Nos. 21, 22) are
8 DENIED.

9 IT IS SO ORDERED.

10 DATED: This 7th day of June, 2016.

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13 ROBERT C. JONES
United States District Judge
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